



# HARRIS-STOWE STATE UNIVERSITY

JULY 1, 2019 – JUNE 30, 2022

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

HARRIS-STOWE STATE UNIVERSITY

AND

NATIONAL EDUCATION ASSOCIATION



## TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I - RECOGNITION AND DURATION OF THE AGREEMENT .....	2
ARTICLE II - ASSOCIATION RIGHTS.....	2
ARTICLE III - NEGOTIATION PROCEDURES .....	4
ARTICLE IV - NONDISCRIMINATION .....	5
ARTICLE V - PERSONNEL FILES.....	5
ARTICLE VI - ACADEMIC FREEDOM.....	6
ARTICLE VII - PROFESSIONAL DEVELOPMENT.....	7
ARTICLE VIII - FULL TIME FACULTY DUTIES AND RESPONSIBILITIES .....	8
ARTICLE IX - DEDICATION TO UNIVERSITY EMPLOYMENT .....	11
ARTICLE X - BENEFITS.....	11
ARTICLE XI - EVALUATION .....	12
ARTICLE XII - LEAVES .....	12
ARTICLE XIII - EMPLOYEE DISCIPLINE .....	15
ARTICLE XIV - GRIEVANCE PROCEDURE .....	16
ARTICLE XV - GENERAL PROVISIONS .....	18
ARTICLE XVI - COMPENSATION.....	19
ARTICLE XVII - TENURE AND PROMOTION.....	20
ARTICLE XVIII - REDUCTION IN FORCE .....	20
APPROVAL .....	25
APPENDIX A.....	26
APPENDIX B .....	27

## **ARTICLE I - RECOGNITION AND DURATION OF THE AGREEMENT**

1.1 - The Board of Regents of Harris Stowe State University (hereinafter referred to as "the Board" or the "University") hereby recognizes the HSSU-National Education Association (hereinafter the "Association") as the exclusive bargaining representative for all members of the bargaining unit comprised of full time faculty; excluding Deans and Assistant Deans, and other supervisory personnel who supervise full-time faculty, of Harris-Stowe State University for purposes of negotiating and implementing the terms and conditions of employment. "Full time faculty" shall be defined to include those who teach a minimum of 12 credit hours per semester. Any faculty member who secures release time will be credited time towards this 12-credit hour requirement.

1.2 - This Agreement shall be effective as of July 1, 2018 and shall continue in full force and effect through June 30, 2021. Until a Successor Agreement is negotiated in spring-2021, all provisions of the Current Agreement shall remain in effect subject to applicable law.

### **1.3 - Definitions**

Definitions as used in this Agreement, and referred to hereinafter:

"Board" means the Board of Regents of Harris Stowe State University.

"University" means Harris Stowe State University.

"Association" means HSSU-National Education Association (HSSU-NEA).

"Days" means Faculty calendar work days

"Bargaining Unit" "Employee", "Faculty Member" and/or "Faculty" means all Full-Time Faculty.

"Department" means the lowest level academic subdivision to which a faculty member is appointed. A bargaining unit Faculty member's department could be a college or department within a college. If a bargaining unit faculty member performs work for more than one department, for the purposes of this Agreement, his/her department is the one to which the faculty member is officially appointed.

## **ARTICLE II - ASSOCIATION RIGHTS**

### **2.1 - Association Use of University Facilities and Equipment**

- a. The Association shall be permitted to hold meetings and conduct association business on University property (excepting student residential facilities), to have access to University equipment for such purposes outside of the work day, and to create and maintain one web-site within the University's content management system, pursuant to policies and procedures regarding the use of University facilities and equipment.

- b. The University shall provide its faculty with an office in which to conduct business. This office shall be open to all faculty organizations, including, but not limited to, the Faculty Senate and the Association.
- c. The Association shall be permitted to use mailboxes, bulletin boards, the Association's campus web site (with up to 50 mg of storage), and other communication systems. For communicating with bargaining unit members pursuant to Board Policy regarding access to such systems. In utilizing such systems, the Association acknowledges that its members are required to wholly manage the Association's communication outlets and may not use University employee time for these activities. All communication efforts must comply with the University's Acceptable Use Policy, and Association members have no reasonable expectation of privacy when using the University's equipment to communicate. The University reserves the right to remove access to any and all communication outlets for reasons of security and or policy violations. Additionally, the Association shall post the following disclaimer on its University hosted website: "The views expressed on this page are solely those of the HSSU-NEA."

#### 2.2 - Association Leave

Upon two (2) days advance written notice to the Provost, the Association president or his/her designee may be allowed a maximum of six (6) days per fiscal year to conduct Association business. The Association shall obtain coverage for any missed class time, and will cover any costs associated therewith.

#### 2.3 - Association Business

- a. Authorized representatives of the Association shall be permitted to transact official HSSU-NEA business on University property at all reasonable times as long as official business of the University is not disrupted and the space is officially booked.
- b. Authorized representatives of the Association shall be permitted to transact official HSSU-NEA business in the designated office for faculty organizations at all reasonable times and in cooperation with other faculty organizations as long as official business of the University is not disrupted.

#### 2.4 - Association Involvement

The HSSU-NEA President must appoint at least one (1) Association member to serve on each of the University's standing committees, as identified in the Faculty Personnel Policies so that Each faculty member serves on at least one (1) of those committees. Additionally, the HSSU-NEA President may appoint one Association member to search committees for full-time faculty positions.

#### 2.5 - Association Access to Information

- a. By August 1 of each year of this Agreement, the University will provide the Association President and his or her designee with a list of the names, campus addresses, campus telephone number and campus email addresses of all full-time faculty. The same information will be provided in regard to full-time faculty members hired during the contract year, within thirty (30) days of said member's hire date.
- b. Upon reasonable request, and within three (3) to Five (5) business days the University shall provide the Association President and his or her designee with the salary, benefits, and schedules of its Bargaining unit members for purposes of bargaining, grievance processing and interpretation and implementation of this Agreement.

### **ARTICLE III - NEGOTIATION PROCEDURES**

3.1 - In order to serve the best interests of the University, the parties agree to institute negotiations characterized by mutual respect and consideration. To this end the parties agree to meet at reasonable times and negotiate in good faith with respect to salaries, hours, other terms and conditions of employment, other matters of mutual concern, and to execute a written agreement incorporating all tentative agreements reached between the parties.

3.2 - Tentative agreements shall be reduced to writing, compiled into a Master Agreement and submitted to the Association and the Board for ratification/approval.

3.3 - On or before February 1 of the last year of this Agreement, the Parties shall agree on a date to commence bargaining a successor Agreement. If, prior to May 15 of the expiration year, both parties agree they are at impasse on all outstanding issues, they shall jointly request a mediator through Federal Mediation and Conciliation Services (FMCS). On or about May 15 of the expiration year, if no agreement has been reached on all issues subject to negotiations, an impasse may be declared by either party by serving written notice of said impasse to the other party, and the declaring party shall notify FMCS of its desire to continue negotiations with the assistance of and under the auspices of a Federal Mediator. If a mediator is utilized at any time, each party shall be responsible for providing a list of unresolved issues in conjunction with their request for Federal Mediation Services' assistance.

3.4 - If an impasse is declared, the parties will immediately notify the Board of Regents and the bargaining unit. The parties will meet in person to present and discuss their respective proposals and positions at an open session of the Board of Regents, to which the bargaining unit will receive an invitation to attend. The update shall be presented by the representative teams of the Board and the Association for the purpose of informing the Board and the bargaining unit of their respective positions on unresolved issues prior to the beginning of the mediation process.

3.5 - Once FMCS has been notified of the desire for mediation services, the parties agree to meet on at least two occasions (assuming all outstanding issues are not resolved at the first occasion) with the mediator to resolve their outstanding issues. At the conclusion of the mediation session(s), all Tentative Agreements and outstanding issues shall be submitted to the Board for final approval by the June scheduled Board of Regents meeting of the final year of this Agreement.

3.6 – After ratification by both parties, the newly created and approved CBA will be placed on the intranet for Faculty and provided to Deans and/or Department Chair and additional administration as deemed appropriate by the Provost.

As part of the onboarding for Faculty and part of the Faculty assigned day during Fall/Spring Institute, a time will be provided to present the current CBA yearly.

3.7 During the term of this Agreement, the Board and the Association agree to form a Labor Relations Committee, comprised of representatives from the Association and the University's Administration. The parties agree to collaborate and meet for the purpose of ensuring the agreement's proper implementation and to minimize and/or resolve misunderstandings that may arise from time to time regarding the interpretation and application of the agreement which are best resolved through informal discussions. This committee shall meet quarterly during the academic year at a mutually agreeable time. Additional meetings may be convened as necessary. Upon mutual agreement, additional attendees may be invited who are relevant to the discussion topics and will operate under mutually agreed guidelines.

The Provost or their designee will be responsible for summarizing the discussions had at the Labor Relations Committee meetings for the University. The Association President or their designee will be responsible for summarizing discussions had at the Labor Relations Committee meetings for the Association. Summaries will be exchanged within ten (10) days of the meeting being summarized.

#### **ARTICLE IV - NONDISCRIMINATION**

The University is committed to providing equal opportunity in all areas of recruiting, hiring, retention, promotion, provision of benefits (to the degree that the University controls eligibility for benefits), and contracted service. The University further commits itself to the policy that there shall be no unlawful discrimination against any person because of race, color, religion, disability, age, gender, national origin, sexual orientation, marital status or veteran's status. The Parties agree that this Article shall not be subject to the grievance procedures outlined in this Agreement. The University will designate and promulgate an administrative officer whose duty it is to receive inquiries regarding claims and questions relating to this Article.

For information contact the Human Resources Department.

#### **ARTICLE V - PERSONNEL FILES**

5.1 - The employee's official personnel file will be maintained in the Office of Human Resources. It is the intent of the Board to maintain complete and current personnel files of all employees, including Faculty, in a manner consistent with the Fair Labor Standards Act, the Federal Educational Records Privacy Act (FERPA), and all other applicable state and federal law. Faculty members shall have the right to request a copy of the contents of their official personnel file and their file in the Office of Academic Affairs, at no cost, one time per academic year. Within two business days of an employee's request for a copy of his or her personnel file, the employee will receive a copy of their file from the Office of Human Resources.

5.2 – Subject to applicable state and federal law, the University will maintain the following information in personnel files: applications, certification documents, performance evaluations, current transcripts, employment contracts, documentation of the employee's credentials, and performance-related documents. Medical records, including health insurance records, will be maintained separately within the Human Resources office, in compliance with HIPAA. Files containing immigration records will be kept separate from personnel files.

5.3 - The personnel file(s) of an individual employee will be considered confidential to the extent allowed by law. Access to personnel files will be on a strict need-to-know basis by appropriate HSSU administrators, legal counsel, or state agencies with authority.

5.4 – Within two business days of an employee's request to the Human Resources Department to inspect his or her personnel file, any employee will have the right during regular working hours to inspect his/her own personnel file, in the presence of the appropriate administrative official. However, the employee will not be permitted to review the ratings, reports and records obtained prior to the employment of the individual, including confidential placement papers and information that is protected by any other state or federal law, such as FERPA.

5.5 - Information of a critical nature will not be entered or filed in the employee's personnel folder until the employee is given notice, as well as an opportunity to review the information and comment thereon. The employee will have the right to append a reply to the statement, which will also be included in the personnel file.

5.6 - An employee may provide documentation to his or her supervisor for the supervisor's desk file. Additionally, a supervisor may maintain documentation in a desk file regarding the employee's accomplishments, performance concerns, and disciplinary concerns. Every document placed in the desk file shall be dated and initialed by the person placing it in the desk file. The employee and his or her supervisor may refer to the contents of the desk file during the evaluation process. Upon completion of the evaluation process, items not incorporated into the evaluation or otherwise transferred to the official personnel file shall not be used in subsequent evaluations. Additionally, the Office of Academic Affairs will maintain a supplemental file on each faculty member.

## ARTICLE VI - ACADEMIC FREEDOM

The Board believes that academic freedom of its full-time faculty is vital to the success of the University in fulfilling its obligations to its students and to society. The Board and the Association agree that academic freedom is essential to these purposes and applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental to the protection of the rights of the faculty member in teaching and of the student in learning. It carries with it duties correlative with rights, including:

1. Faculty members are entitled to freedom in research and in the publication of the results (qualified insofar as necessary in the case of sponsored research), subject to the adequate performance of their other academic duties.
2. Faculty members are entitled to freedom in the classroom in discussing topics relevant to instructional objectives, but have the responsibility not to depart from

their respective areas of competence or to divert substantial time to material outside of relevant instructional objectives.

3. Faculty members are citizens, members of an educational institution, and members of learned professions. When they speak or write as citizens, they are to be free from institutional censorship or discipline, but their special position in the community imposes special obligations. They should anticipate that the public may judge their profession and their institution by their utterances and actions. Hence, they should at all times be accurate, exercise appropriate restraint, show respect for the opinions of others, and make every effort to indicate that they do not speak for the University.

## **ARTICLE VII - PROFESSIONAL DEVELOPMENT**

7.1 - In addition to funds that may be available from external funding, each full-time faculty member will be allotted up to \$500 during a fiscal year, for professional development which enhances the faculty member's ability to advance the University's mission. These funds may not be shared between faculty members nor carried over into subsequent fiscal years. These funds will be guaranteed for the 2018-2019, 2019-2020, and 2020-2021 academic years. In addition, each school or college will be allotted up to \$3,000 during a fiscal year, dependent upon availability of funds, for professional development which enhances the University's mission. Professional development may include the acquisition of additional graduate hours, attendance at conferences, organizational memberships, etc.

The University would like to encourage full-time faculty members to present at appropriate conferences. Appropriate conferences are those that are consistent with the faculty member's academic focus and that provide the University positive exposure. Faculty members who present at appropriate conferences are eligible for an additional \$250 for professional development, for a total amount that is not to exceed \$750. This additional \$250 will only be allotted to a faculty member for one professional conference per academic year. A faculty member's professional development funding shall not exceed \$750 per academic year.

The faculty member will submit his/her development plan at least 60 days in advance of a travel activity occurring, in accordance with established procedures, to his/her department chair. The department chair shall review the plan and make a recommendation to the Dean of the School or College. The Dean shall review the plan and make a recommendation to the Provost. The Provost shall review the plan and approve or disapprove of it, in his or her sole discretion. If the Provost does not approve the plan in writing, the faculty member will not be allotted the funds described in this section for the professional development set forth in the faculty member's professional development plan. Faculty will have the opportunity to resubmit any declined plans within thirty (30) calendar days of notification.

7.2 - The university shall allot \$2250 per academic year, distributed amongst the three schools or colleges in an amount proportionate to the number of full-time faculty in each school or college, for purchasing subscriptions, books, manuscripts, research materials, media, etc. that enhance their knowledge or ability to carry out HSSU work. Such materials belong to the university. This is not designed to supplant other avenues employees have to access materials, but to augment them. The

Dean shall review the request for materials and approve or disapprove of it, in his or her sole discretion.

## **ARTICLE VIII - FULL TIME FACULTY DUTIES AND RESPONSIBILITIES**

All persons affiliated with the university have the obligation to uphold the functionality, dignity, and integrity of the university. To fulfill that obligation, Full time Faculty must maintain an environment conducive to integrity in scholar and creative activity; teaching and learning; and service; and conduct themselves at all times with honesty and integrity.

### **8.1 – Faculty Load, Overload, Release Time and Summer Session**

**A. Faculty Load** – Faculty are required to teach 12 credit hours during the Fall Semester and 12 credit hours during the Spring Semester. The Department Chair, and/or Dean will communicate to Faculty their load assignments consistent with Article 15.5.

**B. Overload** – The University may deem it necessary to assign Faculty overload courses. Faculty may accept or decline overload assignments. The Department Chair and/or Dean will communicate overload opportunities to Faculty as soon as practicable.

**C. Release Time** – All Faculty seeking release from their 12 credit hour teaching obligation must make a written request for release time to their Dean at least one month before the start of the semester. Faculty may be offered release time by their Dean, however, no release time will be granted unless and until a written request for release time has been approved by the Dean and Provost. .

Released course time will typically not be approved for the following activities: work done as part of normal faculty workload, directing conferences, scholarship, editing journals, leadership in professional organizations, advising student organizations, mentoring students, or paid consultant ships (unless an external funding source provides funding for the release time).

Activities that could qualify for released course time, depending on the circumstances, include work performed as Department Chair, Associate Dean, or other similar administrative positions.

**D. Summer Session** – Faculty may accept or decline summer session assignments.

### **8.2 Office Hours**

- a. Faculty will establish regular office hours each semester, and will publish those office hours on the course syllabus for each course taught during a semester. Faculty will publish an applicable course syllabus to MYHSSU at least one (1) week prior to the first day of courses-fall, spring and summer. He or she will also post his or her established office hours on signage directly outside of his or her office door or cubicle entrance and on the institution's learning management system at least one (1) day before the first day of courses each fall, spring and summer. If a Faculty Member changes his/her office hours, he/she must update the signage and the institution's learning management system to accurately reflect the current office hours.

- b. Faculty will maintain at least .75 office hour ( forty-five minutes) per credit hour taught, each week, over a minimum of three (3) days per week. Faculty must conduct office hours in person and on campus, unless the faculty member's Chair or Dean provides the faculty member an exception to this rule in writing. The Faculty Member's Chair or Dean will provide such exception in his or her sole discretion.
- c. If a faculty member is unable to keep established office hours on a given day due to a scheduling conflict or illness, he or she shall record the cancellation within twenty-four (24) hours of the cancellation in the University-provided and monitored database. Faculty must reschedule cancelled office hours to another time during the same week, or as soon thereafter as practical, unless the Faculty Member's Chair or Dean provides the Faculty Member with an exception in writing. The Faculty member's Chair or Dean will provide such exception in his or her sole discretion.
- d. A Faculty Member's failure to adhere to the requirements applicable to him or her, as set forth in subsection 8.2 (a)-(c), may be serious infractions for various reasons, including because these infractions impede the University's ability to provide a quality education to its students. Accordingly, a Faculty Member's failure to adhere to the provisions set forth in subsections 8.2 (a)-(c) of this Agreement may serve as a basis for discipline. This discipline must occur consistent with Article 13 of this Agreement, and may begin at an advanced step, including suspension without pay or discharge, depending on the severity of the offense.

### 8.3 - Advising Duties

- a. Faculty shall schedule at least two (2) meetings with each student enrolled in his or her course each semester. If a student misses a scheduled appointment, the faculty member shall notate information within the University data tracking system. A student's refusal to adhere to the appointment shall not serve as a basis to discipline the faculty member under this subsection.
- b. Faculty shall academically advise students at the Professional Level within their major and/or department. Faculty shall meet with each of their advisees (as assigned by the Chair of the Department), at least two (2) times per semester, including one time within the first two (2) weeks of the semester, and one time within the eighth and tenth weeks of the semester.
- c. Faculty shall utilize a University-wide meeting documentation and database and scheduling system to record the name of each advisee, the date of the meeting with the advisee, the identification number of the advisee, the course discussed, recommendations made by the member to the advisee, length of the time spent with the advisee, and any retention risks identified by the faculty.
- d. A Faculty Member's failure to adhere to the requirements applicable to him or her, as set forth in subsection 8.3 (a)-(c), may be serious infractions for various reasons,

including because these infractions impede the University's ability to provide a quality education to its students. Accordingly, a Faculty Member's failure to adhere to the provisions set forth in subsections 8.3 (a)-(c) of this Agreement may serve as a basis for discipline. This discipline must occur consistent with Article 13 of this Agreement, and may begin at an advanced step, including suspension without pay or discharge, depending on the severity of the offense.

#### 8.4 - Faculty Responsibilities

- a. Faculty will adhere to the start and stop times of scheduled courses in order to facilitate class discussion; adequate lecture techniques, and student involvement and activity.
- b. All faculty absences, late arrivals, and early dismissals for scheduled class time will be documented by the faculty member through a University-provided and University-monitored database.
- c. Faculty will turn in attendance daily, by 11:00 p.m.
- d. Faculty will submit mid-term examination results by 4:00 p.m. on the Monday following administration of the last mid-term examination given at the University.
- e. Faculty will submit final examination results by 4:00 p.m. on the Monday following administration of the last final examination given at the University.
- f. A Faculty Member's failure to adhere to the requirements applicable to him or her, as set forth in subsection 8.4 (a)-(e), may be serious infractions for various reasons, including because these infractions impede the University's ability to provide a quality education to its students. Accordingly, a Faculty Member's failure to adhere to the provisions set forth in subsections 8.4 (a)-(e) of this Agreement may serve as a basis for discipline. This discipline must occur consistent with Article 13 of this Agreement, and may begin at an advanced step, including suspension without pay or discharge, depending on the severity of the offense.

#### 8.5 - Attendance at University Events and Meetings

- a. Faculty engagement and support of University events is critical to the success of the institution. Accordingly, Faculty commit to attend University meetings, events and activities, in addition to the following required activities, provided the following activities do not interfere with scheduled class time:

Rite of Passage Ceremony  
 Commencement  
 Alpha Chi Honor program  
 Provost's Honor Program  
 Fall Institute  
 Spring Institute  
 Fall Convocation

Department, College, and School meetings  
Monthly Faculty and Professional Staff meetings

Any special meeting called by the Provost or his or her designee, provided notice of said meeting is given at least twenty-four (24) hours in advance of the meeting and does not infringe on class time.

b. A Faculty Member's failure to adhere to the requirements applicable to him or her, as set forth in subsection 8.5 (a), may be serious infractions for various reasons, including because these infractions impede the University's ability to provide a quality education to its students. Accordingly, a Faculty Member's failure to adhere to the provisions set forth in subsections 8.5(a) of this Agreement may serve as a basis for discipline. This discipline must occur consistent with Article 13 of this Agreement, and may begin at an advanced step, including suspension without pay or discharge, depending on the severity of the offense.

#### **ARTICLE IX - DEDICATION TO UNIVERSITY EMPLOYMENT**

In order to facilitate student recruitment and retention, all Faculty members recognize the need to devote their professional resources primarily to the University. Full-time faculty may teach up to six (6) credit hours in a given semester at an institution of higher education outside of Harris-Stowe State University without prior approval, provided that outside employment does not interfere with the faculty member's obligations to Harris-Stowe State University. Non-teaching employment outside of the University shall not exceed twenty (20) hours per week. Outside teaching employment will be noted in the employee's personnel file, the employee's file in the Office of Academic Affairs, and his or her supervisor's desk file. Outside employment shall not exceed twenty (20) hours per week in aggregate or impede the employee's commitments to the University.

#### **ARTICLE X - BENEFITS**

10.1 - The University will contribute the following per month towards the employee's purchase of prescription drug, hospital, surgical, and medical insurance: \$629.49 for individual coverage; \$936.65 for employee plus spouse coverage; \$875.86 for employee plus child coverage; and \$1,130.50 for family coverage. If an employee waives coverage under the University's policy, the employee is ineligible to receive the contribution outlined herein as compensation. At times, when appropriate, insurance information will be presented at the Labor relations meetings or at all employee insurance meetings.

10.2 - The University will provide the employee with basic life insurance at a level of coverage equal to two and one-half times the employee's annual earnings, up to a maximum of \$100,000. The employee may purchase additional amounts of personal insurance and dependent coverage.

10.3 - The University will make available vision and dental insurance for the employee, at the employee's expense.

10.4 - The University will provide long-term disability insurance to the employee, which may provide an employee who is totally disabled up to sixty percent (60%) of his or her salary, up to \$10,000.00 per month.

10.5 - The University will offer an Employee Assistance Program (EAP).

10.6 - The University will contribute to the employee's retirement through the Missouri State Employees' Retirement System (MOSERS). However, full-time faculty hired after July 1, 2002, are enrolled in the College & University Retirement Plan (CURP), to which the University makes contributions. If required under the Plan, faculty contributions may be required for faculty hired after a date designated by CURP.

10.7 - The University is committed to diversification of the faculty and to serving the needs thereof. Given this commitment, all members of the faculty shall be accorded equal treatment pursuant to State and federal law. In that light, domestic partners of faculty are entitled to access all services, where required by State law, extended to spouses.

## **ARTICLE XI - EVALUATION**

11.1 - The primary purpose of the evaluation instrument is to improve the quality and effectiveness of faculty performance. The evaluation process should be an objective process of open communication, which serves to assist, motivate, guide and evaluate the faculty member.

11.2 - The development and continuance of a competent employee is a major objective of the performance evaluation. The Dean of the College or School or the Chair of the Department and the employee will coordinate the completion of the employee's formal evaluation. Prior to completing an evaluation, the Dean or Chair must inform the faculty member of the evaluation criteria. Evaluations may be prepared and/or delivered electronically. Areas that need improvement will be noted and training opportunities will be made available to the faculty for remediable performance deficiencies.

11.3 - Each faculty member will be provided at least one formal evaluation per academic year. Upon completion of the formal evaluation, the Dean must review the completed evaluation and provide it to the Provost, who will provide the Association member with a copy of the evaluation report. The faculty member must sign the evaluation report, which does not necessarily indicate agreement with the evaluation, but merely indicates receipt of the evaluation report.

The faculty member's completed evaluation and any rebuttal submitted will be placed together in the faculty member's personnel file.

Evaluation rebuttals must be submitted no later than 10 faculty calendar work days from the date the evaluation is signed.

11.4 - Evaluation criteria shall be consistent with the criteria for obtaining tenure.

## **ARTICLE XII - LEAVES**

12.1 - Sick Leave

- a. The University shall provide each faculty member with nine (9) leave days each fiscal year for use as sick leave. Sick leave days may be used for illness of an employee or for a member of the employee's immediate family (to be defined as the employee's child, parent, or spouse), as well as for doctor's appointments. Unused sick days shall be credited to the employee and can be accumulated up to sixty (60) days. Employees who have accumulated more than sixty (60) days as of June 30, 2014, shall retain access to their accumulated days, but shall not accumulate additional days until their accumulation declines to below sixty (60) days.
- b. An employee who is absent for more than three (3) days in an academic term for illness (either the employee's illness or that of an immediate family member) may be required to provide a medical certification, at the employee's expense, to substantiate a request for additional leave days in that semester. Additionally, the University reserves the right to require an employee to provide a medical certification at any time, at the University's expense, to substantiate a request for sick leave.
- c. Sick leave may be used to supplement benefits received pursuant to the Workers Compensation Act, by requiring the employee to surrender one-third of a sick day for every day of absence for a compensable work-related injury in order to receive one-third of a day's wage for the day of absence. In the event that an employee's absence is covered by the Family and Medical Leave Act (FMLA), the employee will be required to run all available sick leave concurrent with FMLA leave.
- d. An employee who requests to utilize sick leave must notify his or her supervisor as soon as possible, but no later than two (2) hours prior to the commencement of a scheduled class. The supervisor and the faculty member will coordinate notification to students that the faculty member will be absent. The faculty member will notify the supervisor and use the human resources information system to request and record sick leave appropriately. In addition, the faculty member will notify Human Resources when using FMLA.

#### 12.2 - Personal Leave

The University shall provide each Faculty member with two (2) personal days per fiscal year. A personal day may be used for any reason, but may not be used during the first five (5) days of an academic term, or during reading or finals weeks at the end of an academic term without approval of the Provost. Requests for use of personal leave must be made at least two (2) school days in advance, and submitted to the Provost for approval. The Provost retains the discretion to make exceptions to the two-day advanced request requirement in cases of emergency. Unused personal leave does not carry over into subsequent semesters. Personal leave must be taken as a whole day, and cannot be taken in hourly increments.

#### 12.3 - Jury Duty and Court Leave

Employees called for jury duty or subpoenaed to testify in a civil or criminal proceeding on behalf of the University will be granted leave with pay, less any jury or witness fees received.

#### 12.4 - Military leave

- a. An employee who is a member of the National Guard, or an organized military service of the United States, and who is required by laws of the United States or the State of Missouri to report for military duty, including training, shall be eligible for military leave in accordance with federal law.
- b. Whenever an employee has a choice as to when to report for military duty, the employee's military leave shall be arranged during periods in which classes are not in session. When the employee is given a choice as to when to report for duty, the President of the University may request a change in those military orders from the respective branch of the military if such a change appears to be in the interest of the University.

#### 12.5 - Bereavement Leave

Absences without loss of pay for up to three (3) consecutive work days for each death in the employee's immediate family shall be allowed. The immediate family is defined as father, mother, husband, wife, son, daughter, brother, sister, grandparents, grandchildren, in-laws and step-in-laws of the same degree; or any otherwise unnamed member of the employee's household and common law equivalent of the above. Suitable documentation must be provided.

#### 12.6 - Professional Conference Leaves

The University recognizes the importance of faculty members being supported in their attendance at professional meetings. Leave with pay for attendance at professional conferences, which do not unduly interfere with the delivery of faculty services, may be granted by the Provost. It is the responsibility of the faculty member to secure coverage for any course that will be missed.

Travel funds will be provided to support the participation of each full-time ranked faculty member in one professional meeting per year (within the contiguous 48 states), limited by available University resources. The faculty member may be funded for the most reasonable transportation, lodging, food costs and registration fees. Approval must be obtained in advance from the faculty member's Department Chair or Dean.

#### 12.7 - Leaves of Absence without Pay

Leaves of absences without pay may be granted by the Department of Human Resources for a variety of reasons which usually fall into one of the following two general categories:

1. Leaves for illnesses for which the employee has no remaining paid personal days to cover the time lost from work.
2. Leaves for reasons other than illness.

With the exception of military leave, leaves without pay will be subject to the terms of the University's Family and Medical Leave Act Policy, or in rare cases, the Long-Term Leave Policy.

### **ARTICLE XIII - EMPLOYEE DISCIPLINE**

13.1 - Employee discipline shall be used in an effort to improve, correct and prevent a recurrence of undesirable behavior or performance issues in accordance with the standards of due process.

13.2 - Whenever practical; and in the best interest of students and staff, the University shall endeavor to adhere to principles of progressive discipline, based on the seriousness of the offense and the discipline history of the employee, including but not limited to the following steps: verbal warning, written warning, suspension without pay, and discharge. The University shall tailor discipline to respond to the nature and severity of the offense, and will not be required to apply progressive discipline where the University reasonably believes that the severity of the alleged offense calls for the imposition of discipline at an advanced step.

13.3 - Any complaints made against an employee by a fellow employee, Administrator, student or other person will be brought to the attention of the employee if the University determines, upon investigation, that the complaint is substantiated and will result in discipline to the employee.

13.4 - No video or audio recording shall be made of the meeting unless both the employee and the University representative consent to the recording. In any informal meeting of an investigative nature between a faculty member and an administrative representative, in which the administrator is seeking information in order to make a determination that could lead to an adverse action, the faculty member shall have the right to be accompanied by an Association representative.

At the commencement of the meeting, the employee shall be informed of the nature and purpose of the meeting. If, prior to or during a meeting between the University and a faculty member, the faculty member reasonably concludes that discipline could result, the faculty member shall be entitled to representation by the Union. If necessary, the meeting may be suspended until the end of the second business day following the day of the meeting in order for the employee to secure a representative. All disciplinary meetings shall be conducted in an enclosed office.

13.5 - The University may place a faculty member on paid administrative leave pending investigation of an allegation, upon notice to the Association Representative and the employee. Faculty members on paid administrative leave are expected to remain available during normal working hours in order to participate in the investigation process; however, the employee's access to facilities and equipment may be suspended during the investigation. Paid administrative leave is not discipline and is not subject to the grievance procedure.

13.6 - At the conclusion of its investigation, the University shall inform the employee, in writing, of the outcome of the investigation and any disciplinary action to be imposed.

13.7 - Any employee who, following investigation has received a recommendation for termination by the University, and this recommendation has been moved forward to the Board prior to the expiration of the then-current contract year, will be given the opportunity to appeal the decision through the grievance process, including review and appeal to the Board. The Board will review the employee's personnel record, the recommendation of the University and any supporting

documentation, and any evidence the employee believes supports reversal of the University's decision.

13.8 - Pending the final grievance action, a faculty member may, at the discretion of the University, be relieved of his/her duties or any part thereof, but without penalty as to pay.

## **ARTICLE XIV - GRIEVANCE PROCEDURE**

### **14.1 - Definitions**

- a. Grievance - A claim by a faculty member or the Association that a provision of this Agreement has been violated, misinterpreted or misapplied. This procedure is not applicable to the content of performance evaluations, except as they relate to the application of the procedure, to decisions regarding reduction in force, except as they relate to the application of the procedure, nor to decisions for which state or federal statute may provide a means of resolving disputes. A grievance must arise during the term of this Agreement in order to be processed pursuant to the procedure in this Agreement.
- b. Day - When this Article requires certain action to be taken within a specific number of days, days means "faculty calendar work days" when and specifically excludes weekends, University holidays or recess observed by the University. In counting days, the day on which the event initiating the time limit is not counted. The aggrieved party reserves the right to initiate in the fall any grievances which occur after the conclusion of the spring semester.

### **14.2 - Informal Resolution**

Faculty members who believe that a term of this Agreement has been violated must meet with their immediate supervisor within ten (10) days of the alleged violation. The purpose of this informal conference is to attempt to provide clarification of the issue and, where possible, resolve the dispute.

### **14.3 - Formal Resolution**

#### **Step One: Dean**

If the dispute is not resolved within ten (10) working days of the informal conference with the employee's immediate supervisor, the employee or Association may initiate the formal procedure by filing a formal written grievance, as defined in Section 14.1.a herein with the Dean. The Dean, or his/her designee, shall respond to the formal grievance in writing within five (5) days of receipt of the grievance form.

#### **Step Two: PROVOST**

If the employee or Association is not pleased with the result of the Dean's Step One response, the employee or Association may appeal the decision to the Provost/Academic Affairs Office within ten (10) days of the receipt of the Step One response. Within five (5)

days of receipt of the Step Two appeal, the Provost will schedule a meeting with the employee and his or her Association representative to review the formal grievance and the recommendation of the immediate supervisor through the informal resolution process. Such meeting will take place within ten (10) days of the Provost, Assistant Provost or Associate Provost's receipt of the Step One grievance form. Within ten (10) days of this conference, the immediate supervisor will provide the employee with a written response to the dispute.

#### Step Three: Mediation - FMCS and Appeal for Review by the President of the University

In the event the aggrieved party is not satisfied with the decision at Step 2, he /she may within five (5) working days of receiving the decision request that the parties request grievance mediation from the Federal Mediation and Conciliation Service (FMCS) in order to try to resolve the matter. The dates of mediation will be mutually agreed upon by both parties.

In the event the aggrieved party is not satisfied with the outcome from Federal Mediation and Conciliation Service (FMCS), he/she may within five (5) working days from the final mediation session present an appeal in writing to the President. With this appeal shall be included a copy of the original grievance and the replies received in steps 1 and 2. The President shall hold a conference with the grievant within ten (10) working days after receipt of the appeal. Participants in the conference will include the President, the grievant and the grievant advisor/representative. The President shall render a decision, in writing, within ten (10) working days after the conference.

#### Step Four: Board of Regents Review

If the employee is not satisfied with the resolution at Step Three, the employee may refer the dispute in writing for the Board's consideration. To proceed to Step Four, the written dispute referral must be submitted to the President of the University within four (4) days of receipt of the Step Three decision. At the next regular Board meeting following submission of the Step Four referral, the employee may present his/her case before the Board. The Board will review the grievance and the written decisions from each of the proceeding steps. Within ten (10) days of the meeting with the employee and his/her representative, the Board will provide the employee with its written decision. The decision of the Board is final and binding on all parties.

#### Miscellaneous Provisions

1. Failure of an employee to comply with the timelines provided in the procedures above will result in final rejection of the dispute.
2. Failure of the administrator to comply with the timelines provided in the procedures above will result in the dispute being advanced to the next step.
3. The Employee shall have the right to choose an Association representative to be present at all stages of the grievance procedure.

4. No audio or video recording shall be made at any stage of the grievance process unless both the employee and the University representative consent to the recording.
5. Each party shall have the right to call witnesses of its own choosing at any grievance hearing.
6. Formal written grievances shall be submitted using the form in Appendix B of this Agreement.
7. Grievances shall include the following:
  - (a) The specific term(s) of the Agreement allegedly violated, misinterpreted, or misapplied;
  - (b) A statement of the facts upon which the grievance is based, including the date on which the alleged grievance occurred; and
  - (c) The remedy sought.

#### **ARTICLE XV - GENERAL PROVISIONS**

15.1 - All matters within the scope of bargaining have been negotiated and agreed upon. This Agreement represents the full understanding and commitment between the parties. This Agreement may be added to, deleted from, or otherwise changed only upon conferring regarding the reason for the addition, modification or other change to the Agreement and bargaining the impact, if any, of such addition, modification or other change to the Agreement.

15.2 - All rights are reserved to the University except those expressly limited by the terms of this Agreement.

15.3 - In the event that there is a conflict between a provision of this Agreement and the law, the law shall prevail. All other provisions of this Agreement, which are not in conflict with any law, shall continue in full force and effect.

15.4 - The University agrees that no usage fees shall be charged for faculty as they work toward the fulfillment of the academic mission of the university and approved student activities. This prohibition on fees includes but is not limited to office space, library services, photocopying to support instruction and the faculty members assignment, technology and lab facilities.

#### **15.5 - Notification of Assignment**

Faculty members will receive notification of tentative course assignments and schedules by August 1 for the fall semester, and by December 1 for the spring semester, subject to change based on student enrollment. Faculty members will receive notification of summer session assignments by May 1.

#### **15.6 - Placement Memorandum**

On or about July 1, the Provost and the Director of Human Resources, or their designee shall provide a bargaining unit faculty member to be appointed or reappointed to a position subject to this Agreement with written memorandum summarizing his/her prospective appointment for the upcoming academic year, subject to enrollment. Notice by any other means is not valid notice and does not cause the formation of an agreement between the University and the bargaining unit faculty member. Oral promises regarding terms and conditions of employment and representations made in writing by persons other than the Provost or those designated by the Provost are not binding. The memorandum shall include, but need not be limited to the following:

- Effective Date of appointment or reappointment
- Report-to-work date
- Classification and rank
- Department and Title
- Duration of appointment
- If appointment is contingent on funding
- Non-tenure and/or tenure status
- Salary and projected bi-monthly expectations

Any faculty member whose employment is not going to be renewed for the upcoming academic year shall receive notification of such non-renewal by January 15.

Any faculty member who does not receive a notification of non-renewal by January 15 but who thereafter commits a disciplinary infraction that would have resulted in receipt of a notice of non-renewal shall not be renewed for the upcoming academic year, and such non-renewal shall not be considered a termination, provided the faculty member receives full compensation and benefits for the duration of the then-current academic appointment.

Summer Session appointments are in addition to the academic year contract.

#### **ARTICLE XVI - COMPENSATION**

16.1 - In the interest of promoting a rich and engaging campus life, faculty shall be encouraged to serve in advisory roles to co-curricular student clubs and organizations associated with a University Academic program or honor society, as designated each academic year by the Dean of Student Success with a stipend of \$300 per academic year, payable upon submission of a written report to the Dean of Student Success. The final date of submission will be April 30. Advisors shall be required to operate under the established guidelines of student activities and attend regular meetings at times that are convenient to the advisor's/sponsor's schedule. Advisors may be requested to address the Board as to the activities and accomplishments of his or her sponsored

organization from time to time, and to attend designated meetings, trainings, or other development as required by the Dean of Student Success.

16.2 - The Board shall compensate the Faculty in accordance with the salary schedule attached hereto as Exhibit A. In the event the University receives the opportunity to employ a faculty member on the basis of a supplemental compensation package (for example, an endowment, Fulbright Award; or a visiting professorship), the University shall have the ability to negotiate such faculty member's salary directly with the faculty member.

16.3 - A flat rate of \$2500.00 will be paid for fall and spring semester overload for each course of three (3) or more credit hours. For courses of one (1) or two (2) credit hours, payment will be \$834.00 per credit hour. Faculty shall be paid \$834.00 per credit hour taught for summer courses.

### **ARTICLE XVII - TENURE AND PROMOTION**

This Agreement shall not address tenure. Tenure provisions can be found under Board Policies on the University's website.—

### **ARTICLE XVIII - REDUCTION IN FORCE**

#### 18.1 - Definitions

- a. *Reduction in Force* refers to the termination of a, faculty appointment resulting from a financial exigency, program reduction, or financial emergency. Faculty may not be laid off as a result of a financial exigency or program reduction except as provided in this policy.
- b. *Financial exigency* is defined as a condition of projected deficit in the University's operating budget of such magnitude that reduction in faculty is necessary.
- c. *Program reduction* is defined as the elimination or merger of degree programs, departments of instruction, or colleges, or reduction in student enrollment, which is a function of the University in its regular review of enrollments, departments and programs, resource allocation and strategic planning.
- d. *Financial emergency* is defined as a sudden, catastrophic situation (including but not limited to natural disaster, public health crisis, or act of terror) that requires budget reductions of such magnitude that the layoff of faculty is necessary and of such urgency that procedures and notice in Sections 18.2 and 18.3 cannot reasonably be followed.

#### 18.2 - Initiation of Reduction in Force

- a. In order to maintain the University's strong commitment to academic integrity and diversity, the rules set forth herein make provision for adherence during the reduction process to the University's goals to the fullest extent allowed by law.

- b. The University shall prepare and set forth, in writing, the circumstances giving rise to the declaration of a financial exigency or program reduction, and shall meet with HSSU-NEA regarding the anticipated impact on faculty positions.
- c. Any reduction in force resulting from a financial exigency or program reduction shall be declared and initiated only after feasible alternatives to reduction in force have been considered by the University, the HSSU-NEA, and faculty potentially affected by a reduction in force. Such measures may include, but are not limited to: reduced appointments, leave without pay, and /or early retirement with appropriate compensation.
- d. The Provost, with the approval of the President and in accordance with this directive, shall draw up the layoff list based on the program needs of the University and with regard to seniority within the School of College in which layoffs are to occur.
  - 1. Faculty members who are not on tenure track shall be laid off first.
  - 2. Faculty members shall be laid off next based on the program needs of the University.
  - 3. Tenured faculty members shall be laid off next based on the program needs of the University.
- e. For any reduction in force resulting from financial exigency program reduction, the affected unit(s) shall be notified of the proposed reduction and rationale for that reduction. The paramount goal in the development of strategies and actions for dealing with reduction in force must be to maintain the goals of the University and the objectives of the strategic or long range plans of the University and its units.
- f. The University shall meet with the HSSU-NEA before implementing any reduction in force related to program reduction or financial exigency. The HSSU-NEA shall be provided with written information regarding the reduction in force, including a rationale for the proposed reduction and a list of faculty whose positions are under consideration for elimination or assignment change.
- g. Retention priority criteria within academic units or sub-units. During reduction in force, the following criteria shall be utilized in determining the retention priority of all faculty members within an affected academic unit or sub-unit after programmatic needs have been determined:
  - 1. Retention decisions shall be based solely on the faculty member's contribution to the goals of the academic unit as defined by the faculty member's demonstrable achievement in the areas of teaching, scholarship, and service; credentials in high need enrollment areas, and the employees past performance evaluations (including successful attainment of designated learning outcomes for courses taught).

2. Tenured faculty members shall have retention priority over all untenured faculty members;
3. Between faculty members with the same status (tenured, tenure-track, or non-tenure-track), the faculty member with the higher performance evaluation results shall have retention priority (e.g., more senior instructors shall have higher retention priority than those less senior);
4. If two or more faculty members from different colleges are equal in retention priority, then the Provost shall determine who shall be retained, in consultation with the deans from the affected colleges.
5. The dean's retention decisions shall consider the recommendations made by a committee comprised of faculty from the relevant college.
6. Faculty members with the least retention priority shall be the first to be terminated within the specific unit.

#### 18.3 - Notice

- a. Faculty subject to layoff under this section shall be given appropriate notice whenever possible, except notice is not required in layoffs due to financial emergency.
- b. Notification at least three months prior to termination shall be provided to non-tenure-track faculty (other than senior instructors) with a one-year contract.
- c. All tenured faculty shall receive notification at least six (6) months prior to termination except in cases of "financial exigency," in which case, notice will be provided to the affected faculty as soon as practicable, in the President's sole discretion.
- d. Faculty members and the Association shall be notified of terminations. Faculty members will be notified via registered mail.

#### 18.4 - Recall Rights

Recall procedures for laid-off faculty members shall be as follows:

- a. The Provost or his or her designee shall establish and maintain re-employment lists for all departments and programs including the name of any faculty on lay-off status. It is the responsibility of the faculty member(s) terminated from employment in connection with a reduction in force to notify the Office of the Academic Affairs of any changes in address.
- b. The University shall not fill a vacant faculty position by hiring an individual not on the recall list without first making written offers of recall to faculty members on the recall list who, according to the affected unit and in the discretion of the Provost

are qualified for the position. A faculty member who did not attain designated learning outcomes for courses previously taught shall not be considered qualified for recall.

- c. Recall rights shall extend for a period of three semesters from the effective lay-off date.
- d. Faculty members on the re-employment list shall receive offers of reemployment in reverse order of lay-off, according to their qualification for the open position.
- e. Faculty members on the recall list shall be notified of offers of re-employment via registered mail.
- f. Any faculty member on a recall list who cannot be reached or who fails to accept an offer of recall within ten (10) working days of receipt of the offer shall be deemed to have declined the offer, and shall be removed from the recall list.
- g. Any recalled faculty member shall be placed at least at the same rank and salary held at the time of lay-off.

#### 18.5 - Financial Emergency; Reductions Not Covered By the Exigency Policy

- a. The University will notify the HSSU-NEA when a financial emergency will require a reduction in force. If in the University's judgment emergency action is necessary, the Vice President of Business and Financial Affairs will present justifications for the declaration of a financial emergency in a meeting of the Labor Relations Committee.
- b. Decisions to discontinue or reduce programs or departments, and the scope of faculty reduction that result, are not subject to the grievance procedure.
- c. The Office of Human Resources shall assist in the orderly transition from University-supported benefits to individually contracted programs.
- d. The recall provisions specified in Article 18.4 will apply.

\*\*\*\*\*

**APPROVAL:**

For the University:

\_\_\_\_\_  
President, Board of Regents

\_\_\_\_\_  
Date

For the Association:

\_\_\_\_\_  
President, HSSU-NEA

\_\_\_\_\_  
Date

## APPENDIX A

### 2018-2019 – One Percent Raise

Title	A	B	C	D	E
Instructor	41,540	43,005	44,468	45,922	47,374
Assistant Professor	47,374	48,839	50,302	51,007	51,711
Associate Professor	53,231	54,696	56,159	57,623	59,086
Professor	59,107	62,653	64,958	67,877	70,796

### 2019-2020 – Additional One Percent Raise

Title	A	B	C	D	E
Instructor	41,956	43,435	44,913	46,381	47,848
Assistant Professor	47,848	49,327	50,805	51,517	52,228
Associate Professor	53,763	55,242	56,721	58,199	59,677
Professor	59,698	63,280	65,608	68,556	71,504

### 2020-2021 – Additional One Percent Raise

Title	A	B	C	D	E
Instructor	42,376	43,869	45,362	46,845	48,326
Assistant Professor	48,326	49,820	51,313	52,032	52,750
Associate Professor	54,301	55,794	57,288	58,781	60,274
Professor	60,295	63,913	66,264	69,241	72,219

If faculty member has been here <4 years, they are computed at Step A.

If faculty member has been here >=4 years, but <6 years they are computed at Step B.

If faculty member has been here >=7 years but <9, they are computed at Step C.

If faculty member has been here >=10 years, but <13, they are computed at Step D.

If faculty member has been here >13 years, they are computed at Step E.

**APPENDIX B**  
**HARRIS STOWE STATE UNIVERSITY**  
**FACULTY GRIEVANCE FORM**

FACULTY MEMBERS WHO BELIEVE THAT A TERM OF THE COLLECTIVE BARGAINING AGREEMENT HAS BEEN VIOLATED MUST MEET WITH THEIR IMMEDIATE SUPERVISOR WITHIN TEN (10) DAYS OF THE ALLEGED VIOLATION. THE PURPOSE OF THIS INFORMAL CONFERENCE IS TO ATTEMPT TO PROVIDE CLARIFICATION OF THE ISSUE AND WHERE POSSIBLE RESOLVE THE DISPUTE. IF THE DISPUTE IS NOT RESOLVED WITHIN TEN (10) DAYS, AS DEFINED, OF THE INFORMAL CONFERENCE WITH THE IMMEDIATE SUPERVISOR, THE FACULTY OR THE ASSOCIATION MAY INITIATE THE FORMAL PROCEDURE BY FILING A FORMAL WRITTEN GRIEVANCE AS DEFINED IN SECTION 14.1A OF THE COLLECTIVE BARGAINING AGREEMENT. Failure of an employee to comply with the timelines provided in the procedures above will result in final rejection of the dispute. Failure of the administrator to comply with the timelines provided in the procedures above will result in the dispute being advanced to the next step. The term "days" as used herein means "faculty calendar work days" and excludes weekends, University holidays or recesses observed by the University. In counting the days, the day on which the event initiating the time limit is not counted.

NAME \_\_\_\_\_ POSITION TITLE \_\_\_\_\_

DEPARTMENT \_\_\_\_\_

DATE OF EVENT \_\_\_\_\_ ADMINISTRATOR \_\_\_\_\_

NATURE OF GRIEVANCE \_\_\_\_\_

ARTICLE AND SECTION IN THE AGREEMENT ALLEGED TO BE VIOLATED

REMEDY SOUGHT \_\_\_\_\_

I hereby submit this grievance to the formal grievance procedure

EMPLOYEE SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

STEP 1: Within five (5) working days following receipt of the formal written grievance, the Dean shall render a decision to the grievant in writing within five (5) days following the conference.

DATE GRIEVANCE RECEIVED \_\_\_\_\_

RESPONSE/DECISION \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ADMINISTRATOR

SIGNATURE DATE \_\_\_\_\_  
\_\_\_\_\_

STEP 2: in the event the faculty member is not satisfied with the decision at Step 1 and wishes to appeal the grievance, he/she must submit the grievance to the Provost within ten (10) days following receipt of the decision given at Step 1.

Within five (5) working days following receipt of the appeal, the Provost shall schedule a meeting with the faculty member and his/her Association representative to review the formal grievance and the recommendation through the informal process. Such meeting shall take place within ten (10) days of the Provost's receipt of the Step One grievance form. The Provost shall render a written decision within ten (10) days following the conference.

DATE GRIEVANCE RECEIVED \_\_\_\_\_ CONFERENCE DATE \_\_\_\_\_

RESPONSE/DECISION \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROVOST

SIGNATURE DATE \_\_\_\_\_  
\_\_\_\_\_

STEP 3: In the event the aggrieved party is not satisfied with the decision at Step 2, he /she may within five (5) days of receiving the decision request that the parties request grievance mediation from the Federal Mediation and Conciliation Service (FMCS) In order to try to resolve the matter. The dates of mediation will be mutually agreed upon by both parties.

In the event the aggrieved party is not satisfied with the outcome from Federal Mediation and Conciliation Service (FMCS), he/she may within five (5) working days from the final mediation session present an appeal in writing to the President. With this appeal shall be included a copy of the original grievance and the replies received in steps 1 and 2. The President shall hold a conference with the grievant within ten (10) working days after receipt of the appeal. Participants in the conference will include the President, the grievant and the grievant's advisor/ representative. The President shall render a decision and the reasons for that decision, in writing, within ten (10) working days after the conference.

DATE GRIEVANCE RECEIVED \_\_\_\_\_ MEDIATION DATE \_\_\_\_\_

MEDIATION  
RECOMMENDATION \_\_\_\_\_

PRESIDENT'S \_\_\_\_\_ SIGNATURE DATE \_\_\_\_\_

RESPONSE/DECISION \_\_\_\_\_

STEP 4: In the event the grievant is not satisfied with the outcome at Step 3, the aggrieved party may refer the dispute in writing for the Board of Regents consideration.

To proceed to Step Four, the written dispute referral must be submitted to the President of the University within four (4) days of receipt of the Step Three decision. At the next regular Board of Regents meeting following the submission of the referral, the grievant may present his/her case before the Board of Regents. The Board of Regents will review the grievance and the written decisions from each of the proceeding steps.

Within ten (10) days of the meeting with the grievant and his/her representative, the Board will provide the grievant with its written decision.

The decision of the Board of Regents is final and binding on all parties.

I hereby appeal this grievance to the Board of Regents.

FACULTY MEMBER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

DATE APPEAL RECEIVED \_\_\_\_\_ BY \_\_\_\_\_

DATE OF BOARD REVIEW \_\_\_\_\_

RESPONSE/DECISION  
\_\_\_\_\_

AT EACH STEP OF THE GRIEVANCE PROCESS  
A COPY OF THIS FORM SHOULD BE SENT TO

DIRECTOR OF HUMAN RESOURCES  
HUMAN RESOURCES DEPARTMENT

